

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION**

United States of America,)	
)	C/A No.: 4:15-cv-04863-RBH
Plaintiff,)	
)	
v.)	ORDER GRANTING
)	DEFAULT JUDGMENT AGAINST
Hacienda Mesa, LLC, Sergio R. Mesa,)	DEFENDANT HACIENDA MESA, LLC
CNH Capital America, LLC, and Deere &)	
Company,)	
Defendants.)	
_____)	

This matter is before the Court upon the Plaintiff's Motion for Default Judgment. On February 14, 2017, default was entered against Defendant Hacienda Mesa, LLC ("Defendant"). On March 20, 2017, Plaintiff filed a Motion for Default Judgment. After careful review of the pleadings, motion, return of service and all exhibits attached thereto, the Court finds that Plaintiff's claim is for a sum certain and Defendant has been defaulted for not appearing as required by the Federal Rules of Civil Procedure.

Pursuant to Fed. R. Civ. P. 55, the Court orders:

I. The Debt is Uncontested and a Sum Certain

Plaintiff submitted an Affidavit of Counsel demonstrating that the amount requested in the complaint is a sum certain. Four hundred ninety-seven days have passed since December 8, 2015. Using the \$10.4881 per diem rate of interest, as of April 18, 2017, Defendant Hacienda Mesa, LLC is indebted to the Plaintiff in the amount of \$155,980.48 in principal and interest and \$763.42 in costs.

II. Attorneys' Fees

In addition, the security agreement Hacienda Mesa, LLC signed provides that Plaintiff is entitled to collection costs including reasonable attorneys' fees and legal expenses. Plaintiff submitted affidavits supporting its claim for \$4,950.00 in attorneys' fees. The attorneys' fees requested by Plaintiff are reasonable and shall be added to the total debt owed.

III. Amount Owed and Judgment

As of April 18, 2017, Defendant is indebted to the Plaintiff in the amount of \$155,980.48 in principal and interest, \$763.42 in costs, and \$4,950.00 in reasonable attorneys' fees. Defendant is indebted to the Plaintiff in the total amount of \$161,693.90. No further action is necessary to enter a Judgment.

Therefore, it is ordered, pursuant to Fed. R. Civ. P. 55 (b)(1) and (b)(2) that the Plaintiff is granted a Judgment against Defendant for \$161,693.90. Further, pursuant to 28 USC §1961, interest on the Judgment at the legal rate shall continue to accrue until the Judgment is paid in full.

IV. Immediate Possession of Equipment

Due to Defendant's default and pursuant to South Carolina Code of Laws Section 36-9-609 and the security agreement, Plaintiff is entitled to take immediate possession of the equipment and sell the equipment at private auction. Defendant shall assemble and turn over possession of all personal property described in Attachment "A," plus any increases, replacements or substitutions, to Plaintiff within 30 days of the date of this order. Defendant may contact the Farm Service Agency Supervisor's Office in Williamsburg County, South Carolina, to arrange a mutually agreeable time to turn over this property. Alternatively, Defendant may coordinate with the Plaintiff to arrange for a time for Plaintiff to take possession of the equipment. Should Defendant fail to turn over the property described in Attachment "A"

within 30 days, the United States Marshal is directed and authorized to take all reasonable steps necessary to seize the property described in Attachment “A” and turn it over to Plaintiff for sale pursuant to 28 U.S. Code Section 3102(d). Plaintiff shall have a representative present to assist the Marshal in the identification of the property to be seized. This may include entering onto Defendant’s real property to locate and seize the property described in Attachment “A.” Should the United States Marshal be required to seize the property, Plaintiff shall be responsible for taking possession of the property for purpose of sale.

AND IT IS SO ORDERED.

April 21, 2017
Florence, South Carolina

s/ R. Bryan Harwell
R. Bryan Harwell
United States District Judge